

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: December 17, 2003

Division: County Administrator

Bulk Item: Yes X No _____

Department: Fire Rescue

AGENDA ITEM WORDING: Approval of Contract Amendment with Professional Emergency Services, Inc., to extend the existing agreement for two months, January 02, 2004 through February 29, 2004, to allow parties sufficient time to determine the details of future operations.

ITEM BACKGROUND: The existing contract between Professional Emergency Services, Inc. is due to expire on January 01, 2004. Due to the fact that the existing relationship has been altered to include air ambulance medical services, sufficient time is required to determine the details of future operations, therefore, a two-month contract amendment has been prepared.

PREVIOUS RELEVANT BOCC ACTION: On January 19, 2000, the Board granted approval and authorized execution of a contract between Monroe County and Physician Resources, Inc. as Medical Director/Fire Department Physician for Emergency Medical Services and Fire Departments, effective January 01, 2000 through January 01, 2002.

On November 20, 2001, the Board approved a Contract Addendum to extend the agreement for Medical Director Services for an additional two year period, effective January 02, 2002 through January 01, 2004. On April 17, 2002, the Board granted approval of an Agreement Addendum with Physician Resources, Inc. to change the contractor's name to Professional Emergency Services, Inc., and reduce the annual contract amount by \$4,000.00.

CONTRACT/AGREEMENT CHANGES: Extend the existing Agreement for two additional months effective January 02, 2004 through February 29, 2004.

STAFF RECOMMENDATIONS: Approval.

TOTAL COST: \$8,000.00

BUDGETED: Yes X No _____

COST TO COUNTY: \$8,000.00

SOURCE OF FUNDS: Ad Valorem Taxes

REVENUE PRODUCING: Yes _____ No X **AMOUNT PER MONTH** N/A **Year** _____

APPROVED BY: County Atty YES OMB/Purchasing YES Risk Management YES

DEPARTMENT HEAD APPROVAL:


Clark O. Martin, Jr.

DIVISION DIRECTOR APPROVAL:


James L. Roberts

DOCUMENTATION: Included X To Follow _____

Not Required _____

DISPOSITION: _____

AGENDA ITEM # C6

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Professional Emergency Services, Inc. Contract # _____
 Effective Date: January 02, 2004
 Expiration Date: February 29, 2004
 Contract Purpose/Description: Contract Amendment with Professional Emergency Services, Inc. to extend existing agreement.

Contract Manager: Clark O. Martin, Jr. 6006 Fire Rescue / Stop #14
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on Dec. 17, 2003 Agenda Deadline: Dec. 02, 2003

CONTRACT COSTS

Total Dollar Value of Contract: \$ \$8,000.00 Current Year Portion: \$ _____
 Budgeted? Yes ☒ No ☐ Account Codes: _____
 Grant: \$ n/a 13001-530340 - \$3,333.34
 County Match: \$ _____ 11500-530340 - \$4,000.00
12500-530340 - \$ 666.66

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ _____/yr For: _____
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>12-3-03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>12-3-03</u>
Risk Management	<u>12/3/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Bill Janka</u>	<u>12/3/03</u>
O.M.B./Purchasing	<u>12/02/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Shirley C. Anderson</u>	<u>12/3/03</u>
County Attorney	<u>12/02/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>S. Hutton / dlk</u>	<u>12/02/03</u>

Comments: _____

CONTRACT AMENDMENT

THIS CONTRACT AMENDMENT entered this 17th day of December, 2003, between the Board of County Commissioners of Monroe County (BOARD) and Professional Emergency Services, Inc.

WHEREAS, the parties entered into an agreement on January 19, 2000, and thereafter amended said agreement on November 20, 2001, and on April 17, 2002; and

WHEREAS, said agreement as amended previously terminates January 1, 2004; and

WHEREAS, the parties recognize that the existing relationship has been altered to include air ambulance medical services; and

WHEREAS, it is desired to extend the agreement for two months to allow the parties sufficient time to determine the details of future operations; now therefore

The parties agree as follows:

1. The contract dated January 19, 2000, as previously amended, shall be extended through February 29, 2004, at the rate of \$4,000.00 per month.
2. All other provisions of the contract dated January 19, 2000, as amended November 20, 2001, and April 17, 2002, not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first above written.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

ATTEST:


DANNY L. KOLHAGE, CLERK

BY: _____
Mayor

By: _____
Deputy Clerk

PROFESSIONAL EMERGENCY SERVICES, INC.

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM


SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 12/10/03

BY: _____
Sandra Schwemmer, D.O., FACOEP, FACEP

**AGREEMENT ADDENDUM
for
MEDICAL DIRECTOR SERVICES**

THIS AGREEMENT ADDENDUM is made and entered into this 17th day of April, 2002, between the Board of County Commissioners, Monroe County, Florida and Physician Resources, Inc.

WHEREAS, on January 19, 2000, the parties entered into an agreement for the period January 1, 2000 through January 1, 2002; and

WHEREAS, on November 20, 2001, the parties agreed to an agreement addendum for the period commencing January 2, 2002 and ending January 1, 2004; and

WHEREAS, it is desired to reflect in this amendment the corporate name change of Physician Resources, Inc.; now therefore,

IT IS AGREED as follows:

1. **CONTRACTOR:** The agreement for Medical Director Services will be between the Board of County Commissioners of Monroe County, Florida and Professional Emergency Services, Inc.
2. **COMPENSATION:** As of April 1, 2002, payment for services provided shall be an annual fee of \$48,000 DOLLARS; \$4,000 invoiced and payable monthly.
3. In all other respects, the agreement between the parties dated January 1, 2000, as previously amended, not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA



Mayor/Chairman

DANNY L. KOLHAGE
CLK. CIR. CT.
MONROE COUNTY, FLA.

2002 APR 24 PM 12:13

FILED FOR RECORD

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

By: 

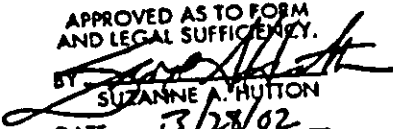
Deputy Clerk

PROFESSIONAL EMERGENCY SERVICES, INC.



Sandra Schwemmer, D.O., FACOEP, FACEP

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.


BY: SUZANNE A. HUTTON
DATE 3/23/02

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM is made and entered into this 20th day of November, 2001, between the Board of County Commissioners of Monroe County, Florida, and Physician Resources, Inc., in order to amend the agreement between the parties dated January 1, 2000, as follows:

1. Term: This CONTRACT ADDENDUM shall become effective on January 2, 2002 and shall expire on January 1, 2004.
2. Compensation: Payment for services provided shall be an annual fee of \$52,000 DOLLARS, \$4,333.33 invoiced and payable monthly.

In all other respects, the agreement between the parties dated January 1, 2000 remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.



ATTEST: DANNY L. VOLHAGE, CLERK

By Gemele Hancock
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

[Signature]
Mayor/Chairman

PHYSICIAN RESOURCES, INC.

[Signature]

Sandra Schwemmer, D.O., FACOEP, FACEP

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY [Signature]
SUZANNE A. HUTTON

DATE 10/5/01

MEDICAL DIRECTOR/FIRE DEPARTMENT PHYSICIAN CONTRACT

THIS CONTRACT, made and entered into this 1st day of January, 2000, by and between the Board of County Commissioners, Monroe County, Florida, hereinafter referred to as the "COUNTY" and Physician Resources, Inc., hereinafter referred to as the "Medical Director", also referred to as the "Fire Department Physician".

WITNESSETH:

WHEREAS, the COUNTY provides fire and emergency medical services pursuant to Chapter 401, Florida Statutes, in the following geographic areas: Cow Key Channel (mm4) to Channel 2 bridge (mm72.5) and from Tavernier Creek Bridge (mm90.5) to South Bay Harbor Drive and Lobster Lane (mm95); also known as the Lower and Middle Keys Fire and Ambulance District, and South Bay Harbor Drive and Lobster Lane (mm95) to the Dade County line on US 1 (mm113) and north on SR 905 to the intersection of Card Sound Road, Municipal Service Taxing District 6, in regards to Key Largo Volunteer Fire Department; and

WHEREAS, the COUNTY is required to employ or contract with a Medical Director who shall be a licensed physician; a corporation, association or partnership composed of physicians; or physicians employed by any hospital which delivers in-hospital emergency medical services and which employs or contracts with physicians specifically for that purpose; and

WHEREAS, the COUNTY chooses to contract with a Medical Director for the purpose of providing direction to the Fire and Emergency Medical Services;

WHEREAS, legislation requiring the establishment of trauma systems requires close interaction between the EMS system and hospitals; and

WHEREAS, the Medical Director is licensed in the State of Florida and desires to provide professional services as the Monroe County Medical Director according to the terms and conditions stated herein.

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the COUNTY and Medical Director agree as follows:

1. **Term.**

This Contract shall become effective on January 1, 2000, and shall run through January 1, 2002, and shall be renewable thereafter at the option of the COUNTY for an additional two (2) year period.

2. **Termination.**

- (a) This Contract may be terminated by the Medical Director, with or without cause, upon not less than ninety (90) days written notice delivered to the COUNTY.
- (b) The COUNTY may terminate this Contract in whole or in part, upon not less than thirty (30) days written notice, delivered to the terminated party or, at the option of the COUNTY, immediately in the event that any party fails to fulfill any of the terms, understandings or covenants of this Contract.

3. **Purpose.**

The purpose of this Contract is to assure compliance of the COUNTY in medical direction of its Fire and Emergency Medical Services System.

Medical Director Contract - EMS

4. Duties and Responsibilities.

The Medical Director shall be responsible to the Fire and Emergency Medical Service Departments of the Division of Public Safety and report to the Emergency Medical Services Chief.

The Medical Director shall adhere to the responsibilities as set forth in Florida Statutes 401, Medical Directors, Florida Administrative Code 64E-2, Emergency Medical Services, Medical Direction, and National Fire Protection Association 1582. These include supervising and assuming direct responsibility for the medical performance of the Emergency Medical Technicians, Paramedics and Firefighters operating for that Emergency Medical Services system. The Medical director shall perform duties including advising, consulting, training, counseling, and overseeing of services, but not including administrative and managerial functions.

The Medical Director or designee will provide formal training with lecture topics and dates which will allow each Monroe County EMT, Paramedic and Firefighter to fulfill the continuing education requirements for bi-annual State of Florida re-certification. Annually, the Professional Education Program will be evaluated for content, location and dates.

The Medical Director will be available for consulting and advising on all EMS activities undertaken by the career and volunteer emergency response departments of Monroe County as requested by the County. The Medical Director shall be available 24 hours a day for emergency consultation from system Fire-EMS provider. He/She shall carry a pager and be supplied a portable radio by the Division of Public Safety. He/She shall respond in a timely manner to any pages from the EMS Provider. In the event the Medical Director is unavailable, he/she shall appoint a similarly qualified physician to cover all responsibilities. The Medical Director may appoint a qualified individual to perform

certain duties and responsibilities as outline in this agreement, upon approval of the EMS Chief.

PROTOCOLS

The Medical Director shall provide an annual documented review of the pre-hospital treatment protocols and when necessary, the EMS provider and the Medical Director shall jointly approve each protocol revision prior to implementation. These protocols shall be developed with consideration to the fiscal impact of such protocols on the participating agencies and the citizens of Monroe County.

At such time as the County determines that implementation of Basic Life Support protocols is appropriate and feasible for a particular volunteer fire department, the medical director, assistants, and/or designee will assist in implementation and appropriate inservicing of the medical treatment protocols.

Deviations, from these protocols, shall be reviewed by the medical director and appropriate corrective action shall be suggested to the EMS provider. Notification to State and local agencies shall be completed in accordance with the appropriate laws.

QUALITY ASSURANCE

The Medical Director shall establish a quality assurance committee to provide for quality assurance review of all emergency medical technicians and paramedics operating under his/her supervision and function as an integral part of the County's Quality Assurance program.

The Medical Director and/or each appointee of the medical director's staff shall audit the performance of system personnel by use of a quality assurance program to include but not limited to a prompt review of patient care records, direct observation, and comparison of performance standards for drugs, equipment, system protocols and procedures. The

Medical Director or appointee shall not be required to provide direct patient care during these activities.

LOCAL DISASTERS

In the event of a local disaster or impending emergency situation with the possibility of multiple casualties, the Medical Director or an appointee shall be available for emergency consultation.

COST CONTAINMENT / EQUIPMENT & PROCEDURES

The Medical Director shall periodically review all policies and procedures for cost effectiveness. Providing state of the art fire and emergency medical services to the citizens of Monroe County in the most cost effective manner shall be a top priority of the Medical Director.

The Medical Director will consult and advise on all medical equipment to be carried and utilized by a participating volunteer fire department and/or any other emergency response agency. Specifically, if the County elects to implement use of Automatic External Defibrillators (AED's), the Medical Director will develop the required protocols, and in cooperation with the County EMS office, implement the necessary training.

INFECTIOUS DISEASE EXPOSURE POLICY

The Medical Director shall assist in developing an infectious disease exposure policy that complies with State and Federal requirements. The Medical Director shall assure that a comprehensive plan exists for prompt medical review of all possible infectious exposures reported by Monroe County EMS personnel and members of the participating volunteer fire department, and for post-exposure medical follow-up when indicated.

Medical Director Contract - EMS

The Medical Director or designee shall be available to assist in the in-servicing of the individual volunteer fire department regarding the exposure policy.

The Medical Director or designee shall be available for consultations with field personnel to determine the significance of any body fluid exposure and to suggest appropriate action for such an exposure.

STATE INVOLVEMENT

The Medical Director shall become involved in the Florida Association of EMS Medical Directors and preferably an equivalent Fire Association.

5. Insurance.

The insurance requirements for Agreements/Contracts which supply goods or services to the County are incorporated by reference, submitted in Request for Qualifications, and include the following:

- ◆ Indemnification and Hold Harmless Provisions
- ◆ General Insurance Requirements
- ◆ Workers' Compensation Provisions

6. Compensation.

- (a) Payment for services provided shall be an annual fee of \$56,000 DOLLARS, (\$4,667) invoiced and payable monthly;
- (b) The annual fee may be revised, based on future modifications to the County's emergency response areas of responsibility, through a written

notification to the Contractor based on an annual fee of \$4,000 for each of the eight currently participatory volunteer fire departments and six existing career Emergency Medical Services stations.

- (c) Original invoices for compensation must be reviewed by the COUNTY on or before the tenth (10th) calendar day of each month. The COUNTY EMS provider shall verify the information submitted and then process an original invoice for payment by the County Finance Office.
- (d) Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have caused this Medical Director Contract to be executed the day and year first above written.

Board of County Commissioners of
Monroe County, Florida

Shirley Freeman
Mayor/Chairman

(SEAL)

Attest: Danny L. Kolbage, Clerk

[Signature]
Deputy Clerk

Physician Resources, Inc.

[Signature]
Sandra Schwemmer, D.O., FACOEP, FACEP

[Signature]
Witness

[Signature]
Witness

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.

BY [Signature]
SUZANNE A. HUTTON

DATE 11/22/99

Medical Director Contract - EMS